

## **Exhibit D: By-Laws**

*Please provide a set of by-laws for the proposed school, which includes the charter school's method for appointment/election of trustees and the length of the terms established for each trustee position.*

# **NEW ROOTS CHARTER SCHOOL BYLAWS**

## **BYLAWS**

for the regulation, except as otherwise provided  
by the statute of its Provisional Charter,

of

## **NEW ROOTS CHARTER SCHOOL**

a New York not-for-profit education corporation

### **I. NAME**

The name of the Corporation is New Roots Charter School (hereinafter "the School").

### **II. MEMBERSHIP**

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter "Trustees") of New Roots Charter School. Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter "Board").

### **III. BOARD OF TRUSTEES**

#### **A. Powers**

The Board shall conduct or direct the affairs of the corporation and exercise its powers, subject to the limitations of applicable Education Law, Not-for-Profit Corporation Law, the Corporation's Charter and these Bylaws. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction. Trustees shall act only through the Board of Trustees, and shall have no power as individual trustees.

Without limiting the generality of the powers here granted to the

Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. To elect and remove Trustees.
2. To select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
3. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations.
4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School.
5. To carry on the business of operating the Charter School and apply any surplus that results from the business activity to any activity in which the School might engage;
6. To act as trustee under any trust incidental to the School's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
8. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
9. To lend money received only from private sources and to accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured.

10. To indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the applicable provisions of the Not-for-Profit Corporation Law and the limitations noted in these Bylaws.

## **B. Number of Trustees**

The number of Trustees of the corporation shall be not less than five (5) nor more than fifteen (15). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws.

## **C. Election of Trustees**

**1. Election.** The New Roots Charter School Principal shall automatically be an ex officio nonvoting Trustee. The Board shall elect the remaining Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee. Trustees-elect assume office subject to approval by the Charter Entity.

**2. Eligibility.** The Board may elect any person who in its discretion it believes will serve the interests of the School faithfully and effectively. In addition to other candidates, the Board will choose one (1) Trustee to represent each of the following constituencies from a group of at least three (3) candidates recommended for consideration by the stakeholder group:

- a. A parent of an active New Roots Charter School student, who is designated by the Parents' Association to represent that Association (the "Parent Representative").
- b. Following the graduation of the initial class, an alumna or alumnus of New Roots School, who is designated by the Alumni Association to represent that Association (the "Alumni Representative").
- c. A New Roots Charter School teacher, selected by the faculty (the "Faculty Representative").

d. A New Roots Charter School student, selected by the student body (the "Student Representative").

These ex officio Trustees shall serve a term of one year, and will be nonvoting members who do not count toward quorum or the number of Trustees described in Paragraph B of this Article III.

**3. Interested Persons.** Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being compensated by the School for services rendered to it within the previous twelve (12) months, whether as an independent contractor or otherwise;; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

#### **4. Term of Office**

a. The term of office of all members of the initial Board of Trustees shall be one year.

b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third (1/3) of the Trustees to one-, two- and three-year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years, except the term of any Trustee who is the Parent, Alumni, Faculty or Student Representative shall be one (1) year, provided further that such Representatives' terms shall cease upon no longer being a parent, faculty member or student of the School, respectively, in which case a vacancy shall occur.

c. The term of office of a Trustee elected to fill a vacancy in the Board begins on the date of the Trustee's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.

e. A Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Charter, the Bylaws or other Board action.

f. A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Charter or the Bylaws or other Board action.

**5. Time of Elections.** The Board shall elect Trustees whose terms begin on July 1 of a given year at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

#### **D. Removal of Trustees**

The Board may remove a Trustee with cause as provided by the applicable provisions of the Education Law and the Not-for-Profit Corporation Law by vote of a majority of the entire Board. Such cause includes, but is not limited to, cases where any Trustee:

1. Has failed to attend three or more of the Board's Regular Meetings in any calendar year;
2. Has been declared of unsound mind by a final order of court;
3. Has been convicted of a felony; or
4. Has been found by a final order or judgment of any court to have breached any duty imposed by the Education Law.

Any Trustee who has failed to attend three (3) or more consecutive meetings of the Board without excuse accepted as satisfactory by the Board shall upon vote of the Board be deemed to have resigned and such vacancy shall be filled.

#### **E. Resignation by Trustee**

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. The acceptance of a

resignation by the Board Chair or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Trustee.

#### **F. Vacancies**

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

#### **G. Compensation of Trustees**

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

### **IV. PRINCIPAL OFFICE**

The corporation's principal office shall be the location of the School, or such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

### **V. MEETINGS OF THE BOARD**

#### **A. Place of Meetings**

Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate.

#### **B. Annual Meetings**

An Annual Meeting shall be held in June of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

#### **C. Regular Meetings**

Regular Meetings shall be held at various times within the year as the Board determines.

#### **D. Special Meetings**

A Special Meeting shall be held at any time (1) called by the Chair, (2) called by any five Trustees or (3) called by the Chair or in his or her absence, the senior trustee on written request of three Trustees.

#### **E. Adjournment**

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

#### **F. Notices**

Notices of the time and place of every Board Meeting shall be mailed not less than five (5) nor more than ten (10) days before the meeting to the usual address of every trustee. Notices will be deemed given when deposited in the United State mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid, or when personally delivered in writing to the recipient.

#### **G. Waiver of Notice**

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting. If the purpose of a meeting of the Board of Trustees is the election, hiring, or removal of any director or employee, the notice or waiver of such meeting shall so state. A waiver may also include notice to be provided by electronic mail, facsimile, telephone or hand delivery or communicated orally.

### **VI. ACTION BY THE BOARD**

#### **A. Quorum**

A majority of the entire Board of Trustees shall constitute a quorum for the transaction of any business or of any specified item of business.

## **B. Action by the Board**

1. **Actions Taken at Board Meetings.** The actions done and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Trustees, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required as set out in these Bylaws.

If at any meeting of the Board there shall be less than a quorum present, the Trustees present may adjourn the meeting until a quorum is obtained.

2. **Board Meeting by Video-Conference Telephone.** Trustees may participate in a Board meeting through use of video-conference or similar communication equipment, so long as all Trustees participating in such meeting can see and hear one another, and the public is able to attend at any video-conference site. Participation in a meeting pursuant to this section constitutes presence in person at such meeting. Any notice of meeting must include all video-conference locations, and a notice must be placed at such location.

## **C. Committees**

1. **Appointment of Committees.** The Board may appoint one or more Board Committees by vote of the majority of the entire Board. A Board Standing Committee will consist of not less than three (3) Trustees, who shall serve at the pleasure of the Board, except that any executive committee of the Board shall comprise not fewer than five (5) trustees.
2. **Standing Committee.** The Board shall have a standing Finance Committee, chaired by the Treasurer. Additional members of the Finance Committee will be appointed by the Chairman of the Board.
3. **Authority of Board Committees.** The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
  - a. The election of Trustees.
  - b. Filling vacancies on the Board or any committee which has the

authority of the Board.

c. The fixing of Trustee compensation for serving on the Board or on any committee.

d. The amendment or repeal of any Board resolution.

e. The amendment or repeal of Bylaws or the adoption of new Bylaws.

f. The appointment of other committees of the Board, or the members of the committees.

g. The expenditure of corporate funds to support a nominee for Trustee.

h. The approval of any self-dealing transaction, as defined by Article X below.

i. The amendment or repeal of any resolution of the Board which by its terms is not so amendable or repealable.

4. **Procedures of Committees.** The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws and the Open Meetings Law with respect to the calling of meetings, notice, media advisory, public attendance and minutes.

#### D. Standard of Care

1. **Performance of Duties.** Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the School's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. **Reliance on Others.** In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- a. One or more officers or employees of the School whom the Trustee believes to be reliable and competent in the matters presented;
  - b. Legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
  - c. A Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
3. **Investments.** In investing and dealing with all assets held by the School for investment, the Board shall exercise the standard of care described above and avoid speculation, looking all relevant considerations including the long and short term needs of the School in carrying out its purposes, including its present and anticipated financial requirements. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the School.

#### **E. Rights of Inspection**

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the School, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

#### **F. Participation in Discussions and Voting**

Every Trustee has the right to participate in the discussion on all issues before the Board or any Board Committee, except as noted below:

1. The Faculty Representative shall not be present for the discussion and vote on any matter involving: (a) the performance evaluation

- or discipline of any administrator or faculty member; (b) administrator or faculty compensation; (c) Executive Sessions of the Board; or (d) any other matter at the discretion of a majority of the Trustees then present.
2. The Student Representative shall not be present for the discussion and vote on any matter involving: (a) the performance evaluation or discipline of any administrator, faculty member or student; (b) administrator or faculty compensation; (c) Executive Session of the Board; or (d) any other matter at the discretion of a majority of the Trustees then present.
  3. Any Trustee shall be excused from the discussion and vote on any matter involving: (a) a self-dealing transaction; (b) a conflict of interest, or (c) indemnification of that Trustee.

### **G. Duty to Maintain Board Confidences**

Every Trustee has a duty to maintain the confidentiality of all non-public Board actions and student identifiable information, including discussions and votes. Any Trustee violating this confidence may be removed from the Board. Moreover, the Faculty or Student Representative may be disciplined, including immediate dismissal or short-term suspension (after minimal due process), respectively, if Board information is disclosed without the Board's or the Chair's prior approval.

## **VII. OFFICERS**

### **A. Officers**

The officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

1. **Chair.** Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.
2. **Vice Chair.** If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.

3. **Secretary.** The Secretary shall: (a) keep or cause to be kept, at the corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the corporation's Charter and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.
4. **Treasurer.** The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the corporation's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the corporation's financial transactions and financial condition; (f) prepare or cause to be prepared any reports on financial issues required by an agreement on loans; (g) serve as Chairperson of the Finance Committee, and (h) have such other powers and perform such other duties as the Board may prescribe.

## **B. Election, Eligibility and Term of Office**

1. **Election.** The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
2. **Eligibility.** A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. **Term of Office.** Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

## **C. Removal and Resignation**

The Board may remove any officer with cause, at any time, in the same manner as a Trustee may be removed as set forth in Article III, Paragraph D. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date of specified in the notice.

### **VIII. NON-LIABILITY OF TRUSTEES**

The Trustees shall not be personally liable for the corporation's debts, liabilities or other obligations.

### **IX. INDEMNIFICATION OF CORPORATE AGENTS**

The Charter School may, to the fullest extent now or hereafter permitted by and in accordance with standards and procedures provided by Sections 721 through 726 of the Not-for-Profit Corporation Law and any amendments thereto, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testate or intestate was a Director, Officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.

If the corporate agent either settles any such claim or sustains a judgment against him/her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, the Not-for-Profit Corporation Law.

### **X. INSURANCE FOR CORPORATE AGENTS**

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Not-for-Profit Corporation Law.

## **XI. SELF-DEALING TRANSACTIONS**

The corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the corporation is a party in which one or more of the Trustees has a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, the following transactions are not self-dealing transactions, and are subject to the Board's general standard of care:

1. The Board's action of fixing a Trustee's compensation as Principal, a Trustee or corporate officer; or
2. A transaction which is part of a public or charitable program of the corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program;

## **XII. OTHER PROVISIONS**

### **A. Fiscal Year**

The fiscal year of the corporation begins on July 1 of each year and ends on June 30 of the following year.

### **B. Execution of Instruments**

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

### **C. Checks and Notes**

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or Principal.

## **D. Construction and Definitions**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Not-for-Profit Corporation Law and the Education Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

## **E. Conflict of Interest**

Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

1. Regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict in interest; and,
2. Corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

**F. Interpretation of Charter**

Whenever any provision of these Bylaws is in conflict with the provisions of the Charter or Provisional Charter, the provisions of the Charter or Provisional Charter shall control.

**XIII. AMENDMENT**

A majority of the Trustees may adopt, amend or repeal these Bylaws, but such amendment, if material, shall not be effective until approved by the Charter Entity. To determine materiality all such amendments shall be forwarded to the Charter Entity after approval.

**CERTIFICATE OF SECRETARY**

The undersigned does hereby certify that the undersigned is the Secretary of the New Roots Charter School, an education corporation duly organized and existing under the laws of the State of New York, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, which Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect.

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Dated**